

Appl. No. 09/632,774
Amdt. Dated 7/3/2007
Resp. to Office action dated 5/14/2007

REMARKS

No claims have been amended, no claims have been canceled, and no new claims have been added. Claims 1-25 are therefore pending.

Claim Rejections - 35 USC § 103

A. Rejection of All Claims Citing Angles, Filepp, and other references

The Office Action rejects claims 1-25 under 35 USC § 103(a) as unpatentable over the combination of Angles (US 5,933,811) and Filepp (US 5,347,632) in further view of [1] Pegoraro (Washington Post newspaper article) or [2] Mandel (Canadian Business article) or [3] Hassett (US 6,807,558). This rejection is respectfully traversed. Claims 1, 7, 11, 15 and 21 are independent claims. The totality of the limitations recited in each of claims 1, 7, 8, 11, 12, 15 and 21 is neither taught nor suggested by the combination of references because the “client application” as claimed includes features which are neither taught nor suggested in the combination of references.

Please consider the following bulleted succinct analysis which we believe highlights the deficiencies of the cited references.

B. Claim 1 -- All of The Functionality of the Claimed Client Application is NOT Taught or Suggested By the Cited References

1. Angles

The Examiner continues to fail to show where Angles (or the other references for that matter) teaches or suggests a **client application** “commencing an **initial** online session with the online service provider **to gain access to the Internet**”.

The Examiner again directs us to the teachings of Angles at 7:53-60 which states:

In operation, a consumer directs the consumer computer 12 to communicate with the content provider computer 14 via the communication medium 20. Once the consumer computer 12 establishes a communication link with the content provider computer 14, the content provider computer 14 transfers an electronic page 32 to the consumer computer 12. The preferred electronic page 32 contains an embedded advertisement request 26.

The Examiner asserts that this portion of Angles “reads on starting an initial online session[step a].” This short analysis begs the question.

The following summarizes the deficiencies of Angles with respect to claim 1.

- Claim 1 recites a **client application** “commencing an **initial** online session with the online service provider **to gain access to the Internet**”.
- The cited portion of Angles does NOT teach a client application.
- The cited portion of Angles does NOT teach a client application that starts an initial online session.
- The cited portion of Angles only states that “a **consumer** directs the consumer computer 12 to communicate with the content provider computer 14 via the communication medium 20.”
- Angles is silent as to how the “consumer directs the consumer computer 12 to communicate with the content provider computer 14.”
- Angles does not explain how the “consumer directs the consumer computer 12 to communicate with the content provider computer 14.”
- Is the Examiner asserting that the consumer is the client application? This cannot be so.
- Angles does NOT teach or suggest a client application as claimed.

Angles teaches that

the consumer computer 12 utilizes several operational modules including a consumer browser module 40, a consumer member code 22 and an advertising storage medium 44. The consumer browser module 40 (hereinafter referred to as the consumer browser) is a software program which allows a consumer to access different content providers through the communication medium 20.

- None of these components described in Angles teach or suggest the client application having the features as claimed.

Angles teaches the use of a browser, namely Internet Explorer and Netscape Navigator, to access content providers and states that

One of ordinary skill in the art, however, will recognize that numerous other types of access software could also be used to implement the present invention. These other types of access software could, for example, be other types of Internet browsers, custom network browsers, two-way communications software, cable modem software, point-to-point software and the like.

- These teachings of Angles do not teach or suggest a client application “commencing an initial online session with the online service provider to gain access to the Internet” as recited in claim 1.

Because the rejection fails to successfully show that Angles (or the other references) teach or suggest assert a client application “commencing an initial online session with the online service provider to gain access to the Internet”, the Office Action fails to make a *prima facie* case of obviousness. As such, the rejection and the Final Office Action should be withdrawn.

2. Filepp

The Final Office Action states that “Filepp teaches a system and method in which the advertisements are displayed in a persistent window by an **advertisement application** that is operating independently of other applications (e.g. a browser) running in the other windows.” (Office Action, p. 3) In contrast, the Final Office Action also states that Filepp “is relied upon

to teach the feature of separate windows (labeled as partitions) running distinct application such as an advertisement window and a browser steps[b-f].”

However, the “advertisement application” is not a “client application” -- that is, the “advertisement application” does not have the functionality of the “client application” as claimed. The advertisement application does not perform the entirety of the functionality of the client application. Specifically,

- The advertisement application of Filepp teaches the feature of separate windows on a screen. Nothing more.
- The advertisement application of Filepp does not perform “commencing an initial online session with the online service provider to gain access to the Internet”.
- The advertisement application of Filepp does not perform “causing a client window to be displayed on the output device, the client window remaining fully visible so long as the online session with the online service provider persists, wherein the client window is displayed independently of a browser window generated by the Internet browser”.
- The advertisement application of Filepp does not perform “displaying a sponsorship label on the client window by referring to the resource locator associated with the sponsorship label to be displayed, the sponsorship label comprising a hypertext link, wherein, when the user clicks on the sponsorship label, the client application causes the local device to access the resource locator associated with a click-through of the sponsorship label”.
- The advertisement application of Filepp does not perform “causing a first advertisement to be displayed in the client window, [such that it] retrieves the first advertisement from a memory cache local to the local device”.

As such, the combination of Filepp and Angles and the other cited references fails to teach a client application that has each and every one of the features recited in claim 1.

3. Pegoraro and Mandel and Hassett

The Final Office Action cites to news stories of Pegoraro and Mandel and the Hassett patent “to teach the feature of accessing the Internet via a provider with a persistent and fully visible advertising window with the targeted ad being cyclically displayed. However, the cited references do not teach this limitation as applied to a client application as claimed.

Pegoraro states that “the few inches of your screen that are taken over by an advertising banner.” Pegoraro is silent as to how the advertising banner appears on the screen, just that it does. This in no way teaches a client application having the functionality recited in claim 1, and , in particular “the client application causing a client window to be displayed on the output device, the client window remaining fully visible so long as the online session with the online service provider persists”. In addition, Pegoraro fails to teach or suggest a client window having both an ad and a sponsorship label as recited in claim 1.

Similarly, Mandel states that “there is a bar on the top of the screen that serves as a mini-billboard.” Mandel is silent as to how the mini-billboard appears on the screen, just that it does. This in no way teaches a client application having the functionality recited in claim 1, and , in particular “the client application causing a client window to be displayed on the output device, the client window remaining fully visible so long as the online session with the online service provider persists”. In addition, Mandel fails to teach or suggest a client window having both an ad and a sponsorship label as recited in claim 1.

As to Hassett, this patent teaches that “A portion of the data viewer screen is always occupied by an advertisement image 258.” (Hassett, 15:27-30) However, this teaching is of a persistent ad image and not a persistent window. As such, **Hassett teaches a persistent ad image and not a persistent window.** In Hassett, there is no teaching or suggestion of a “client window remaining fully visible so long as the online session with the online service provider

persists” as recited in claim 1. In addition, Hassett fails to teach or suggest a client window having both an ad and a sponsorship label as recited in claim 1.

The Final Office Action fails to provide a reference that teaches “the client application causing a client window to be displayed on the output device, the client window remaining fully visible so long as the online session with the online service provider persists”. In addition, the Final Office Action fails to provide a reference that teaches or suggests a client window having both an ad and a sponsorship label as recited in claim 1. As such, the combination of references fails to teach or suggest all of the limitations recited in claim 1. Therefore, claim 1 is patentable over the cited references.

C. Claim 7

Claim 7 recites a method with a client application having various functionality, including:

“the client application commencing an online session with the **online service provider**”;

“the client application operating independently of an Internet browser and operating concurrently with the Internet browser”;

“the client application causing a client window to be displayed on the output device, the client window remaining **fully visible and on top of all other windows so long as the online session with the online service provider persists**, wherein the client window is displayed concurrently with a browser window generated by the Internet browser”. (emphasis added)

“the client application causing the sponsorship label to be displayed on the client window, the sponsorship label comprising a hypertext link to be accessed if a user clicks on the sponsorship label.”

Neither Filepp nor Angles nor the other cited references disclose a client application having **all** of these limitations, as set forth above in the arguments regarding claim 1 to the extent they applicable to claim 7. As such, the combination of Filepp and Angles fails to teach a client application that has each and every one of the features recited in claim 7. Therefore, claim 7 is patentable over the cited references.

D. Claims 11, 15 and 21

Claims 11, 15 and 21 have certain limitations in common with claims 1 and/or 7 as shown above. To the extent claims 11, 15 and 21 share limitations with claims 1 and/or 7, claims 11, 15 and 21 are patentable over the cited references for the same reasons claims 1 and/or 7 are patentable over the cited references as shown above.

The dependent claims are patentable over Filepp and Angles and the other cited references by virtue of their dependence on independent claims which have been shown to be patentable above. Therefore, all currently pending claims are patentable over the cited references.

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Conclusion

In view of all of the above, it is respectfully submitted that the present application is in condition for allowance. Reconsideration and reexamination are respectfully requested and allowance at an early date is solicited. We strongly request that the Examiner review the independent claims and reevaluate the cited prior art in view of the arguments presented above.

The Examiner is invited to call the undersigned attorney to answer any questions and to discuss steps necessary for placing the claims in condition for allowance.

Respectfully submitted,



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